

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
ANGELET O. BRADLEY-JONES

Angelet O. Bradley-Jones ("Bradley-Jones") and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Bradley-Jones' license as a Salesperson, license number 2004007430, will be subject to discipline.

Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo Supp. 2013. The MREC and Bradley-Jones jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2013.

Bradley-Jones acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Bradley-Jones may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to her by law, Bradley-Jones knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Bradley-Jones acknowledges that she has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Bradley-Jones stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Bradley-Jones' license as a salesperson, license no. 2004007430, is subject to disciplinary action by the MREC in accordance with the relevant provisions of

Chapter 621, RSMo, and §§ 339.010 through 339.205 and §§339.710 through 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Bradley-Jones in Part II herein is based only on the agreement set out in Part I herein. Bradley-Jones understands that the MREC may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREC and Bradley-Jones herein jointly stipulate to the following:

1. Bradley-Jones was licensed by the MREC as a salesperson, license no. 2004007430. Bradley-Jones' license was current and active at all times relevant herein unless otherwise noted. Bradley-Jones' license expired on September 30, 2012.

2. During the events at issue, Bradley-Jones was affiliated with a brokerage named Sandy Bender Real Estate ("SBRE"), located in St. Louis, Missouri.

3. In early 2012, Bradley-Jones represented to Arnold Tippet that a home was for sale. She arranged for Tippet to place a down payment of \$10,000, to be paid in two installments of \$5,000.

4. The home that Tippet would have purchased was, in fact, not for sale.

5. Bradley-Jones did not return \$5,000 of the \$10,000 down payment to Tippet. Tippet sued SBRE for the down payment money, who paid Tippet the other \$5,000.

6. On January 11, 2012, Bradley-Jones was acting as a buyer's agent for Shante Latchison.

7. Latchison entered into a contract to purchase 5455 Queens Avenue, St. Louis, Missouri, 63115.

8. The Queens Avenue purchase contract included a payment of \$500 in earnest money.

9. The purchase of the Queens Avenue property did not close because mold was found in the property.

10. After the contract was not completed, Latchison tried to contact Bradley-Jones in order to get her \$500 back. Her calls were not returned and she was unable to recover the \$500 from Bradley-Jones.

11. On December 14, 2011, Bradley-Jones was acting as a buyer's agent for Dwayne Royston.
12. Royston entered into a sales contract to purchase 7052 Florence, St. Louis, MO 63136.
13. Royston delivered to Bradley-Jones \$500 in earnest money.
14. The purchase of the Florence property did not close.
15. After the contract was not completed, Royston tried to contact Bradley-Jones to have the \$500 returned to him, but Bradley-Jones did not return the \$500.
16. In July 2011, while Bradley-Jones' license was suspended, she aided Donald Beckham in purchasing a property.
17. Beckham delivered to Bradley-Jones \$2,560.
18. The purchase of the property was not formally handled by Bradley-Jones.
19. After the purchase of the property ultimately did not occur, Beckham tried to retrieve his \$2,560 from Bradley-Jones, but was unable to.
20. Beckham had to sue SBRE to recover his money, but was ultimately paid \$2500 from SBRE.
21. To date, Bradley-Jones has not returned the above referenced money to the respective home buyers nor has she indemnified SBRE.

22. Section 339.100.2, RSMo Supp. 2013, authorizes the MREC to file a complaint with the Administrative Hearing Commission and states, in part:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

...

(2) Making substantial misrepresentations or false promises or suppression, concealment or omission of material facts in the conduct of his or her business or pursuing a flagrant and continued course of misrepresentation through agents, salespersons, advertising or otherwise in any transaction;

(3) Failing within a reasonable time to account for or to remit any moneys, valuable documents or other property, coming into his or her possession, which belongs to others;

...

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860*, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860*;

...

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence,

misconduct, or gross negligence[.]

23. Bradley-Jones violated § 339.100.2(2) when she made substantial misrepresentations or false promises when she represented to Tippetts that the property that Tippetts wished to buy was for sale.

24. Cause exists to discipline Bradley-Jones under § 339.100.2(3), RSMo, based on her either willfully or negligently failing to return down payments or earnest money to Tippetts, Latchison, Royston and Beckham.

25. Cause exists to discipline Bradley-Jones under § 339.100.2(19), RSMo, based on her either willfully or negligently failing to return down payments or earnest money to Tippetts, Latchison, Royston and Beckham.

26. Section 339.740.1(3)-(4), RSMo, states that:

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

...

(3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

...

(c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;

...

(4) To account in a timely manner for all money and property received[.]

27. Bradley-Jones violated § 339.740.1(3)(c) by not disclosing to Tippettt that the home that Tippettt wished to purchase was not for sale. This violation of §339.740.1(3)(c) provides cause to discipline her license under §339.100.2(15) RSMo Supp 2013.

28. Bradley-Jones violated § 339.740.1(4), RSMo, when she failed to return down payments and/or earnest money to Tippettt, Latchison, Royston and Beckham. This violation of § 339.740.1(4) provides cause to discipline her license under § 339.100.2(15), RSMo Supp. 2013.

29. Section 339.020, RSMo states that:

It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic, to act as a real estate broker, real estate broker-salesperson, or real estate salesperson, or to advertise or assume to act as such without a license first procured from the commission.

30. Bradley-Jones violated § 339.020 when she acted as a buyer's agent for Beckham while her real estate license was suspended. This violation of § 339.020 provides cause to discipline her license under § 339.100.2(15), RSMo Supp. 2013.

II.
Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.4 and 621.110, RSMo Supp. 2013.

1. **Bradley-Jones' license is revoked and all indicia of licensure shall be surrendered immediately.** Bradley-Jones' license as a salesperson is hereby REVOKED and ALL INDICIA OF licensure SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

2. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Bradley-Jones of § 621, RSMo, and §§ 339.010 through §§339.205 and 339.710 through 339.855, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

3. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

4. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

5. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

6. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 324, 339, and 610, RSMo, as amended.

7. Bradley-Jones, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be

based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

8. Bradley-Jones understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Bradley-Jones' license. If Bradley-Jones desires the Administrative Hearing Commission to review this Settlement Agreement, Bradley-Jones may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

9. If Bradley-Jones requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Bradley-Jones' license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not

set forth cause for discipline, then the MREC may proceed to seek discipline against Bradley-Jones as allowed by law. If Bradley-Jones does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

Angelet O. Bradley-Jones 4-10-2015
Angelet O. Bradley-Jones Date

Missouri Real Estate Commission

Joe Denkler
Joe Denkler, Executive Director
Date: 4/15/2015

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